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Collective Bargaining Agreements

1-1-1967

No employer specified and Wine and Liquor Store Employees Union, AFL-CIO, Local 122 (1967)

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No employer specified and Wine and Liquor Store Employees Union, AFL-CIO, Local 122 (1967)

Location

New York, NY

Effective Date

1-1-1967

Expiration Date

12-31-1967

Employer

No employer specified

Union

Wine and Liquor Store Employees Union

Union Local

122

NAICS

44

Sector

P

Item ID

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Comments

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AGREEMENT

AGREEMENT made and entered into by and between WINE AND LIQUOR STORE EMPLOYEES UNION, LOCAL 122, AFFILIATED WITH THE DISTILLERY RECTIFYING WINE AND ALLIED WORKERS INTERNATIONAL UNION OF AMERICA, AFL-CIO, located at 853 Broadway, New York, New York 10003 hereinafter called the "Union" and the Undersigned, hereinafter called the "Employer".

WITNESSETH:

WHEREAS, the parties hereby desire to establish a standard of conditions under which members of the Union shall work for the Employer, during the term of this Agreement, and desire to regulate mutual relations between the parties hereto, with a view to securing harmonious cooperation between them and averting any and all disputes.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. This agreement shall take effect on the 1st day of January, 1967, and shall continue to be the only contract between the parties until the 31st day of December, 1967.

2. The term "Employee" as used in this agreement includes:

- (a) *Salesmen* — Salesmen shall include any and all employees who wait on trade, regardless of other duties performed.
- (b) *Utility* — All other employees employed in the establishment of the Employer.
- (c) *Part-Time* — Part-time employee is any employee described in subdivision "(a)" or "(b)" herein who is employed for thirty (30) hours or less in any normal work week.

3. Whenever the Employer shall find it necessary to replace or to employ additional employees, he shall be required to first notify the Union to supply such employees as needed. If the Union shall be unable, within twenty-four (24) hours after request therefor, to furnish the Employer with a member or members in good standing, then and in that event the Employer shall be permitted to employ a person of his own choosing provided, however, that such person make application to and be accepted as a member of the Union by a duly authorized officer of the Union.

4. New employees shall be considered employed on trial for a period of thirty (30) days. At the end of such thirty (30) day period, new employees shall automatically become and remain permanent or regular employees of the Employer, in which event such employees may not be discharged excepting pursuant to the terms of this agreement, in the manner hereinafter set forth. The Employer shall only be required to pay employees employed during such trial period for such days as they may actually be employed and such employees may be discharged at any time during the thirty (30) day trial period. The Employer, during such trial period, shall have the exclusive right to determine the fitness, honesty and integrity of any employee supplied to him by the Union.

5. The Employer may, at his own expense, bond (fidelity bond) any employee in his employ with a reputable surety company; and it shall be a cause for dismissal from employment in the event such Employer by reason of any matter affecting the employee, shall be unable to obtain such surety bond.

6. Whenever the Employer shall find it necessary to employ temporary employees, he shall request the Union to supply such employees to him pursuant to the terms and provisions hereof. The maximum period of time for the employment of temporary employees shall be for a period of six (6) weeks during each year of this agreement. Any employees employed beyond such period of six (6) weeks shall be deemed to be permanent employees as defined herein.

7. No Employer shall negotiate or make any arrangements with the employees directly and any such agreements so made shall be void unless it shall be approved in writing by the Union.

8. Subject to the provisions herein, all present employees of the Employer who are or who shall become members of the Union as herein provided, shall be continued in their employment during the life of this agreement.

9. Any Employer who conducts his business as a corporation or a partnership, shall be exempted to the extent of two (2) working partners or two (2) working officers or two (2) working bonafide directors from membership in the Union and no more than two (2) such persons shall be recognized as Employers.

10. In the event any Employer shall change his individually operated store to that of a partnership or a corporation, and thereby shall add a partner, director or officer, who shall be actually employed in the store of such Employer, the most recently employed employee may be discharged to make room for the newly admitted partner or corporate officer.

11. The wife or husband of any Employer, who assists him or her in the conduct of his or her business, shall not be required to be a member of the Union, and such wife or husband actually employed in the store or stores of the Employer shall be deemed to be an Employer; but in such store no more than two (2) persons, including husband and wife, shall be permitted to be employed as Employers.

12. An Employer may discharge any employee for cause upon one (1) week's prior notice given to the Union in writing of his intention to discharge him. The Union may, during said period of one (1) week, dispute the cause of discharge or the validity of the intention to discharge, and in the event the parties affected are unable to agree with respect to the same, then and in that event, the justification for the discharge shall be submitted to arbitration as hereinafter provided.

13. Each Employer shall, except in cases affecting temporary employees, give to each employee, fifty-two (52) consecutive weeks of employment, during each year of this agreement.

14. The Employers agree that they will employ none other than employees in good standing in the Union during the term of this agreement. The Union shall be the sole judge of the good standing of its members and upon notice by the Union to an Employer in writing that any employee is not a member in good standing in the Union, such employee shall forthwith be discharged.

15. For the duration of this contract, the maximum work week of regular time shall be forty (40) hours distributed over five (5) days. No single day, however, shall consist of more than eight (8) hours on regular time. The hours of work shall be consecutive and no staggering of hours shall be permitted.

16. Every employee shall receive overtime pay at the rate of time and a half.

17. For the entire duration of this agreement every employee shall receive two (2) full days of rest each week and no employee shall be required to work more than five (5) days in any week. Any employee working more than five (5) days in any one week shall receive a minimum compensation of four (4) hours pay at the hourly rate of time and a half of his normal hourly compensation.

18. Each employee shall be entitled to no more than and not less than sixty (60) consecutive minutes for meals during such day of his employment.

19. All employees in the employ of an Employer covered by this Agreement for one (1) year or more shall receive two (2) full weeks vacation with pay.

20. All employees of an Employer employed less than one (1) year shall be paid one (1) days' vacation for each month employed by the Employer or any fraction thereof.

21. All employees in the employ of an Employer covered by this Agreement ten (10) years or more shall receive three (3) weeks vacation with pay.

22. All employees of the Employers covered by this Agreement shall receive eight (8) holidays with pay; said holidays being New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event that an Employer shall require an employee to work on any of the aforementioned holidays, then the employee shall receive compensation at the rate of two (2) days' pay for said holiday worked.

NAME OF EMPLOYEE	ADDRESS	SALARY
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